

3-180317

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

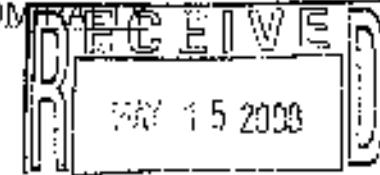
CMA CGM (AMERICA) LLC,

Plaintiff,

- against -

RF INTERNATIONAL, LTD.,

Defendant.

CIVIL COMPLAINT
IN ADMPlaintiff CMA CGM (AMERICA) LLC, by its attorneys, AVALLONE & ASSOCIATES,

OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, as and for its
Complaint against defendant RF INTERNATIONAL, LTD., in personam, in a cause
of action civil and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, and the Ocean Shipping Reform Act of 1999, 46 U.S.C., App. Section 1701, et seq.

2. At all times hereinafter mentioned, plaintiff CMA CGM (AMERICA) LLC was and still is a corporation organized and existing under the laws of the State of New Jersey with offices and a place of business at 5701 Lake Wright Drive, Norfolk, VA 23502.

3. Upon information and belief and at all times hereinafter mentioned, defendant RF INTERNATIONAL, LTD. was and still is a corporation organized and existing under the laws of the State of New York, with an agent for service of process at CT Corporation System, 111 Eighth Avenue, New York, NY 10011.

4. On or about July 11, 2006, defendant, acting as freight forwarder, arranged for a shipment of goods from Burlington, IA to Tripoli Seaport, Libya via New York, on behalf of defendant's client, and on plaintiff's Vessel, of three forty-foot Hi-Cube containers of FARM EQUIPMENT, in exchange for payment by defendant to plaintiff of ocean freight and related charges totalling \$12,117.30, all as set forth in B/L NA1282107, Invoice No. NAEX0197766, annexed hereto as Exhibit A.

5. Thereafter, the goods were carried to the port of destination and delivered to the consignee and/or its agents.

6. Plaintiff has performed all acts required to be performed by plaintiff.

7. Defendant has failed and refused and continues to fail and refuse to remit payment of \$4,187.30, although duly demanded.

8. By reason of the foregoing, plaintiff has sustained damages in the amount of \$4,187.30 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of \$4,187.30, together with interest thereon, costs, disbursements and a reasonable attorney's fee.

2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendant citing it to appear and answer all the singular matters aforesaid.

3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York
May 15, 2008

LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES

By _____


Albert J. Avallone - AA1679
Attorneys for Plaintiff
CMA CGM (AMERICA) LLC
551 Fifth Avenue, Suite 1625
New York, NY 10176
(212) 696-1760

SHIPPER/EXPORTER (2)
CNI TRADE NV FOR ACC
BEHALF OF TECHNOFARM INTERNATIONAL
LTD AGRICULTURAL CONSORTIUM
PO BOX 5432
GENVA, SWITZERLAND CH1211
TEL/FAX+41.22.321.5810

Case 1:08-cv-04524-AKH

Document 1

Filed 05/15/2008 Page 3 of 4

NA1282107

CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONBINED TO ORDER)
TO THE ORDER OF
GREAT MAN-MADE RIVER WATER
UTILIZATION AUTHORITY
CENTRAL ZONE SIRT LIBYA
TEL/FAX+218-54-81730

FORWARDING AGENT - REFERENCES (7)

CHB:17430
FMC: 00080F
1881 MARCUS AVE SUITE E 100
LAKE SUCCESS, NY 11042
PH#(516)916-2457 FAX#(516)916-2482

NOTIFY (4)
GREAT MAN-MADE RIVER WATER
UTILIZATION AUTHORITY
CENTRAL ZONE SIRT LIBYA
TEL/FAX+218-54-81730

POINT AND COUNTRY OF ORIGIN (8)
UNITED STATES OF AMERICA

DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9)
NO SED REQUIRED - AER-132637752-RF110246

PIER/TERMINAL (10)

COMBINED TRANSPORT
PRECARRIAGE FROM (10A)
BURLINGTON, IA

MAHER TERMINAL

VESSEL (11)
CMA CGM HUDSON
QX250E

PORT OF LOADING (12)
NEW YORK

COMBINED TRANSPORT - ONWARD CARRIAGE (15)

PORT OF DISCHARGE FROM VESSEL (13)
TRIPOLI SEAPORT, LIBYA

FOR TRANSHIPMENT TO (14)

-

CARRIER'S RECEIPT

PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE

MARKS AND NUMBERS (16)	NO. OF PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)
		L/C NUMBER: SI/33268		
	17	1 X 40' HI CUBE CONTAINER S.L.A.C. PIECES: SUPPLY OF EQUIPMENT FOLLOWS: FARM EQUIPMENT AS PER PROFORMA INVOICE NO. SWF051219-1, DTD: 08.01.2008, PMX340 - JTN0032128/JTF0033128 SCMD032574011: SEAL# 4194	12384.000 LBS 5817.000 KGS	
	14	1 X 40' HI CUBE CONTAINER S.L.A.C. PIECES: SUPPLY OF EQUIPMENT FOLLOWS: FARM EQUIPMENT AS PER PROFORMA INVOICE NO. SWF051219-1, DTD: 08.01.2008 PMX340 - JTN0032918 SCMD04774430: SEAL# 4200	24752.000 LBS 11227.000 KGS	
	4	1 X 40' HI CUBE CONTAINER S.L.A.C. PIECES: SUPPLY OF EQUIPMENT FOLLOWS: FARM EQUIPMENT AS PER PROFORMA INVOICE NO. SWF051219-1, DTD: 08.01.2008, PMX340 DIKE HARROW PARTS DWD01602685: SEAL# 4200	13800.000 LBS 7167.000 KGS	

SHIPPER'S DECLARED VALUE

SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 10 OF THIS BILL

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.

If the Pre-Carriage or Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 16.

RECEIVED in actual good order and condition, except as otherwise indicated herein, the number of packages listed in the Carrier's Receipt, said to contain the goods described in the particulars furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or near thereto as the vessel can get, lie and move, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier on payment of all charges herein.

All actions against the Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the *tribunal de Commerce*.

No jurisdiction and no other Court shall have jurisdiction with regards to any such action.

FREIGHT CHARGES (See clause 10 and 20)

BASIC FREIGHT	USD	5800.00 P
Ocean Carrier-Intl Ship & port	USD	12.00 P
Origin/Terminal-Intl Ship&Port	USD	8.00 P
Pre carriage haulage	USD	2194.00 P
Pre carriage fuel surcharge	USD	858.20 P
BASIC FREIGHT	USD	2100.00 P
Ocean Carrier-Intl Ship & port	USD	6.00 P
Origin/Terminal-Intl Ship&Port	USD	4.00 P

IN WITNESS WHEREOF THREE (3)

Bills of Lading all of the tenor, have been executed, ONE of which being accomplished, the other shall stand void.

BLNG: CMDU

DAY MONTH YEAR

11-JUL-08 NA1282107

Signed for the Carrier CMA CGM SA by
CMA CGM (AMERICA) INC as agent for the Carrier

DECLARED VALUE CHARGES (See Clause 10)

ARBOUR TAX/LIGHTERAGE

TOTAL \$

(Continued on reverse side) By

EXHIBIT "A"

SHIPPER/EXPORTER (2):
CMH TRADE NV FOR AGCO
BEHALF OF TECHNOFARM INTERNATIONAL
LTD AGRICULTURAL CONSORTIUM
PC BOX 6432
GENVA, SWITZERLAND CH1211
TEL/FAX: +41 22 321 6610

Case# 108cv-04524-AKH

Document# Filed 05/15/2008 Page 4 of 4 A1282107

DOCUMENT NO (5)
NM28471
EXPORT REFERENCES (6)
FORWARDERS REF: 10246

CONSIGNEE (5) (NOT NEGOTIABLE UNLESS CONSIGNMENT TO ORDER)
TO THE ORDER OF
GREAT MAN-MADE RIVER WATER
UTILIZATION AUTHORITY
CENTRAL ZONE SIRT LIBYA
TELFAX: +218-61-61730

NOTIFY (4)
GREAT MAN-MADE RIVER WATER
UTILIZATION AUTHORITY
CENTRAL ZONE SIRT LIBYA
TELFAX: +218-61-61730

FORWARDING AGENT - REFERENCES (7)

RF INTERNATIONAL LTD.
1981 MARDUS AVE SUITE E 100
LAKE BUDELL, NY 11342
PH: (518) 618-2457 FAX: (518) 618-2462

CHB: 17430
FMC: 000880F

POINT AND COUNTRY OF ORIGIN (8):
UNITED STATES OF AMERICA

DOMESTIC ROUTING/EXPCRT INSTRUCTIONS (9):
NO SED REQUIRED - AE8-132637752-RFI10246

PIER TERMINAL (10):	COMBINED TRANSPORT* FREIGHT CARRIAGE FROM (10A): BURLINGTON, IA
MAHER TERMINAL	PORT OF LOADING (12): NEW YORK
VESSEL (11): CMA CGM HUDSON GX280E	PORT OF DISCHARGE FROM VESSEL (13): FOR TRANSH. PMTNT TO (14): TRIPOLI SEAPORT, LIBYA

COMBINED TRANSPORT - ONWARD CARRIAGE (15):

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE	
MARKS AND NUMBERS (16)	NO. OF PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW LOAD AND COUNT	GROSS WEIGHT (19)
		Shipped on Board CMA CGM HUDSON 11-JUL-2006 CMA CGM America SA agents for the Carrier TIR/TCI 100% EX PREPAID	
SHIPPER'S STORE, LOAD AND COUNT / / / C L			
CARGO AT PORT IS AT RECEIVER RISK, EXCLUSIONS AND RESPONSIBILITY			
FREE O&I			
AT PORT MAHAN DATED JUL 17 : NO CONSIDERATION CHARGES ARE PAYABLE IF CONSIDERATION RETURN THE CONTRACT WITHIN TEN DAYS AFTER DAY OF BERTHING OF VESSEL. RETURN LATER THAN TEN DAYS WILL BE SUBJECT TO A RETENTION CHARGE OF USD 5/20FT OR USD 3/40FT PER DAY FROM 11th UNTIL 15th JULY AND USD 6/20FT OR USD 17/40FT PER DAY AS FROM 16th DAY. ALL CARGO EXPENSES INCURRED DURING RELOADING OF EMPTY EQUIPMENT ARE FOR RECEIVERS ACCOUNT.			
UNLESS THE VALUE OF CARGO IS DECLARED ON THE FACE OF THIS BILL OF LADING OR MAILED IN THE CONDITIONS OF SHIP TO THE REVERSE, LIMITATION OF LIABILITY IN INSURANCE OF LOSS OR DAMAGE TO GOODS SHALL NOT EXCEED USD 800.00 PER PACKAGE, OR CUTOMARY FREIGHT UNIT IF GOODS ARE NOT SHIPPED IN PACKAGE.			
FOR THE FORGERS OF THIS DOCUMENT CARRIAGE, CLAUSE 10(2) SHALL EXCLUDE THE APPLICATION OF THE YORK/AMERICA RULES, 2004.			
SHIPPER'S DECLARED VALUE SUBJECT TO EXTRA CHARGE AS FOR TARIFF AND CLAUSE 10 OF THIS BL.			

This document, including, or otherwise supplied from the United States in accordance with the Export Administration Regulations, contains control to U.S. law prohibited
Title One-Carriage or onward carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes with transport from the place where the
goods are taken in charge to the place designated for their delivery and assuming full liability for such transport up to the place.

IF CARRIED IN CONTAINER OR CARGO VAN, except as otherwise indicated herein, the number of packages listed in the Carrier's Receipt, shall be carried by the goods described in the
bill of lading furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or
as near thereto as the vessel can get, in good sea, always at safety and without delay, and there to be delivered to consignee, or to his/her representative, or to carrier on payment of all charges
so incurred.

All claims against the Carrier under the contract of carriage evidenced by this Bill of Lading shall be brought before the *tribunal de commerce*,
of Marseille, and no other Court shall have jurisdiction with regards to any such action.

FREIGHT CHARGES (See clauses 10 and 20)

Freightage Freightage fuel surcharge TOTAL PREPAID	USD USD USD	1027.00 P 308.10 P 12117.30 P	IN WITNESS WHEREOF THREE (3): Bill of Lading of the toner, have been executed. ONE of which being accomplished, the other shall stand void.
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DAY MONTH YEAR
11-JUL-06 NA1282107

Signed for the Carrier CMA CGM SA by
CMA CGM (AMERICA) INC as agent for the Carrier

DECLARED VALUE CHARGES (See Clauses 10)
ADVISOR TAX/LIGHTERAGE
TOTALS

(Continued on reverse side)